

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date November 4, 2014
Dept. Public Works

Item Title: Tree Maintenance Services Agreement

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement (**Attachment B – Exhibit 1**) with West Coast Arborists, Inc. for tree maintenance services in the City of Lemon Grove.

Item Summary:

In order to establish a professional tree maintenance cycle that is appropriate for the size and type of urban forest that exists in the City of Lemon Grove, staff proposes entering into an agreement for tree maintenance services with West Cost Arborists, Inc. (WCA).

The staff report (**Attachment A**) details the procurement process, qualifications and special services provided by WCA, and significant deliverables that will be provided under the proposed agreement with WCA.

Fiscal Impact:

The amount currently allocated for tree maintenance services in the FY 2014-2015 budget is \$19,000; no additional funding is requested at this time.

Environmental Review:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section [] | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.E

Mtg. Date November 4, 2014

Item Title: Tree Maintenance Services Agreement

Staff Contact: Mike James, Public Works Director

Background:

The City of Lemon Grove has an inventory of 1,107 public trees located throughout the City. A comprehensive tree maintenance program will assist staff by ensuring the safety and health of each tree. A tree maintenance program should include:

- Regularly scheduled pruning schedule for all trees,
- Removal of dead and dying trees and/or high risk trees,
- Proper tree replacement and planting in accordance to each planting site,
- Computerized inventory management,
- Services request response, and
- Emergency response.

Regularly scheduled tree service reduces (but does not eliminate) the likelihood of tree limbs dropping, tree disease or pest infestation. A systematic tree maintenance program also reduces the need for emergency or service request pruning, reduces tree mortality and liability concerns, and improves the health of the entire tree program.

Historically, the City has not adopted a tree maintenance program but rather relied on City staff and landscaping contractors to perform emergency tree removal, scheduled tree trimming at various locations throughout the City, and/or various tree removal projects on an as needed basis. In the past few years, staff encountered more complicated tree related questions that required the skill set of a tree maintenance company and urban forester. For example, staff has noticed the presence of fungi on trees in the downtown area as well as an increasing number of fallen trees in Civic Center Park. If the City employed a tree maintenance contractor prior to these events, each incident may have been identified prior to the actual loss of a tree or prior to a tree falling into the City's right-of-way.

During Fiscal Year 2014-2015, funds were allocated to manage 1,107 trees located within City maintained areas. City maintained areas include City facilities, parks, and street medians. City maintained trees do not include trees adjoining private property, commonly referred to as parkway trees.

The remaining portion of this staff report details the procurement process, qualifications and special services provided by WCA, and significant deliverables that will be provided as part of the scope of work.

Discussion:

Whenever practical, the City participates in cooperative purchasing agreements, "piggybacking" onto contracts which are economically advantageous. Piggybacking is the extension of pricing,

Attachment A

terms and/or conditions to other governmental agencies at the mutual consent of all parties. This is permissible under the City's Municipal Code Section 3.24.090. In this instance, WCA has offered the City pricing from a 2012 City of Encinitas bid and subsequent agreement.

On June 30, 2012, the City of Encinitas' contract expired and it provided public notice that it would accept proposals for urban forestry maintenance services via the request for proposals (RFP) process. Nine companies obtained the RFP and two companies provided proposals (California Tree Service, Inc. and West Coast Arborists, Inc.). The scope of work included a tree inventory, tree software program usage, record keeping, GPS coordinates for each tree, training and support programs, and a consistent work schedule with emergency response available. Staff from the City of Encinitas evaluated the proposals, performed reference checks, and concluded that WCA provided the most complete proposal, meeting the its needs with the lowest overall price.

Qualifications and Special Services of WCA

WCA has been in business continuously since 1972. It employs over 650 employees, has over 50 ISA Certified Arborists, 100 ISA Certified Tree Workers, a fleet of over 700 vehicles, and over 200 contracts with public agencies in California and Arizona. In San Diego County, WCA has contracts with the cities of Carlsbad, Chula Vista, Coronado, County of San Diego, Del Mar, El Cajon, Encinitas, Imperial Beach, La Mesa, Oceanside, Poway, San Diego, Santee, Solana Beach, and Vista.

WCA's approach to managing a local government's tree inventory is unique in that is combines licensed experience and professional equipment/tools that the City does not have nor can readily train for in the near future. For example, WCA can provide:

- An assessment of each individual City-owned tree that includes size, health status, prior maintenance activity, recommended maintenance activity, and a value.
- A comprehensive computer software program called ArborAccess. This program was developed to track all information related to the City's tree inventory, ordering and tracking service requests, resident requests for service, maintenance scheduling, and budget projects.
- Specialized tree trimming equipment such as an aerial towers (up to 95 feet), dump/chipper trucks, and roll off trucks.
- Professional urban forestry staff such as ISA Certified Arborists and ISA Certified Tree Workers. Employees are also trained in young tree care, structural pruning standards, and utility line clearance (when working within 10 feet of the power lines available 24/7.
- Insight from professional organizations such as the International Society of Arboriculture (ISA), Maintenance Superintendent's Association (MSA), California Landscape Contractors Association (CLCA), Tree Care Industry Association (TCIA), Street Tree Seminar (STS), and Professional Tree Care Association (PTCA).

Staff believes that WCA has the special equipment, certified staffing and professional training standards to manage all tree maintenance service requests the City has now as well as in the future.

Attachment A

Key Points of the Agreement

The proposed contract with WCA will allow the City to receive:

- A long-term contract with 2012 prices with an annual adjustment based on San Diego Regional Consumer Price Index,
- A free tree inventory and assessment with GPS location in an online database (valued at \$4,000),
- Free annual access to WCAs ArborAccess software tree maintenance tracking system (valued at \$2,500 per year),
- Training and support services on the software program,
- 24/7 availability for emergency call outs,
- Specialty tree maintenance services that will support a systematic work schedule that maintains all trees in the City, and
- Assist the City with applying for a designation as a “Tree City USA” if the City wishes to pursue this designation.

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) approving an agreement (**Attachment B – Exhibit 1**) with West Coast Arborists, Inc. for tree maintenance services in the City of Lemon Grove.

Attachment B

RESOLUTION NO. 2014 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING A TREE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES IN THE CITY OF LEMON GROVE

WHEREAS, the City maintains approximately 1,107 trees located in its parks, facilities and street medians; and

WHEREAS, the City has not formally adopted a tree maintenance program but rather relied on City staff and landscaping contractors to perform as needed tree maintenance services; and

WHEREAS, a comprehensive tree maintenance program is essential for ensuring the safety and health of each tree as well as addressing more complicated tree assessments and planting strategies; and

WHEREAS, the City's Municipal Code Section 3.24.090 authorizes the City to participate in cooperative purchasing agreements with contracts bid by other cities, which are economically advantageous while still able to provide the desired level of services; and

WHEREAS, in 2012, the City of Encinitas publicly advertised a request for proposals for urban forestry maintenance services and awarded a contract to West Coast Arborists, Inc. (WCA); and

WHEREAS, WCA has agreed to extend the same terms of the 2012 City of Encinitas' agreement to the City of Lemon Grove; and

WHEREAS, staff believes that WCA provides a special and unique service package of special tree maintenance equipment, ISA certified staff, and maintains a professional training standard that can manage all tree maintenance service requests in the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Approves an agreement (**Exhibit 1**) with West Coast Arborists, Inc. for tree maintenance services in the City of Lemon Grove; and
2. Establishes an initial term ending on June 30, 2015, with the option for four additional one-year extensions; and
3. Authorizes the City Manager or designee to execute and manage all contractual documents.

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Attachment B – Exhibit 1

AGREEMENT TO PROVIDE SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of the date of execution by the City of Lemon Grove ("City"), a general law city organized and operating under the laws of the State of California and West Coast Arborists, Inc. ("Contractor").

RECITALS

City is a general law city and is in need of professional services for the following project: **TREE MAINTENANCE SERVICES** ("Project").

Contractor is duly licensed and/or has the necessary qualifications to provide such services for the Project.

Now, therefore, the parties' desire by this Agreement to establish the terms for the City to retain Contractor to provide the services described as follows:

1. SERVICES

Contractor shall provide the City with tree maintenance services as specified in the scope of work attached hereto as [Attachment 'A' \(page 10\)](#).

2. COMPENSATION

- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Contractor in accordance with the Schedule of Charges set forth in [Attachment 'B' \(page 23\)](#) attached hereto and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supercede any provision in [Attachment 'A'](#) that is inconsistent herewith.
- b. In no event shall the total amount paid for base services rendered by Contractor pursuant to this Agreement exceed the sum of \$19,000.00 per fiscal year beginning in Fiscal Year 2014-2015. The itemized costs identified in [Attachment 'B'](#) will dictate the cost rate that the Contractor will be allowed to charge with prior work approval from the City.
- c. Each month, Contractor shall furnish City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-contractor charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Contractor for correction and resubmission.
- d. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Contractor.

Attachment B – Exhibit 1

3. ADDITIONAL WORK

Contractor shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Contractor or the City, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by the City in the following manner: a letter outlining the changes shall be forwarded to the City by Contractor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

If any work or materials are ordered under this section on a “cost-plus basis,” Contractor shall provide the Public Works Superintendent written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Contractor is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required, Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Public Works Superintendent in determining the true, necessary cost of the work and materials to be paid for. Utilizing such cost-plus basis, Contractor shall be paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

4. MAINTENANCE OF RECORDS

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Contractor and made available at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement for inspection by the City.

5. OWNERSHIP AND USE OF WORK

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement without the permission of Contractor. All materials shall be delivered in a reproducible form. As used herein, “documents and materials” include any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files prepared or developed pursuant to this Agreement.

6. FINDINGS CONFIDENTIAL

Any reports, information, data or materials given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without prior written approval of City.

7. CONFLICT OF INTEREST

Contractor hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this Agreement.

Attachment B – Exhibit 1

8. TERM OF AGREEMENT AND TIME OF PERFORMANCE

Contractor shall perform its services hereunder in a prompt and timely manner. Work shall commence upon receipt of a written Notice to Proceed and/or Purchase Order from the City. The Notice to Proceed shall set forth the commencement date of the Work. The term of this Agreement shall be for a period commencing on the Execution Date, and terminating on June 30, 2015, unless terminated earlier as set forth herein or extended per Section 9 of this Agreement.

9. OPTIONS TO EXTEND AGREEMENT

The City reserves the following rights to extend the term of this Agreement.

- a. As mutually agreeable, the City and Contractor may extend this Agreement for an additional four (4) one-year periods, not to exceed June 30, 2019 by giving written notice thereof to Contractor not less than thirty (30) calendar days before the end of the Agreement term.
- b. If the City exercises the above-described options, the Agreement prices shall be adjusted in accordance with Section 10 of this Agreement.

10. COMPENSATION ADJUSTMENT UPON EXERCISE OF OPTION TO EXTEND

Period of Coverage: Contractor agrees to provide awarded items and/or services as specified in [Attachment 'B'](#) for the entire duration of the contract term.

Agreement Prices: Unit costs quoted shall remain firm through June 30, 2015. Three price increases may be allowed for before the beginning of each fiscal year as the result of:

- a. Manufacturer or supplier price increases in the product(s) offered
- b. Governmental or regulatory agency increases to the trade
- c. Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to July 1st of each year. The City will be the sole judge of acceptable option year price increases should it decide to exercise its option to extend under this Agreement.

11. DELAYS IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing

Attachment B – Exhibit 1

the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13. COMPLIANCE WITH LAW

- a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Contractor's failure to comply with applicable laws, ordinances, codes and regulations results in damage or liability to City, Contractor shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Contractor shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Contractor by Federal, State and local regulatory agencies.
- c. Contractor shall be responsible for **payment of PREVAILING WAGES** as required by the provisions of Section 1773 of the Labor Code of the State of California and to adhere to current prevailing wage determination rates posted by State of California's Department of Industrial Relation at www.dir.ca.gov/dlsr/DPreWageDetermination.htm .

Contractor shall keep accurate payroll records available for inspection in accordance with the requirements of Labor Code Section 1776.

14. STANDARD OF CARE

Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

15. ASSIGNMENT AND SUBCONTRACTORS

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or Contractor's right, title of interest in or to the same or any part thereof to any other person, company or corporation, including any franchisee of Contractor, without previous consent in writing from the City. If the Contractor shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its obligations, duties, responsibilities, rights, title or interest therein, or any of the monies to become due under the Agreement, to any other person, company, or other corporation, including any franchisee of the Contractor, the Agreement may at the option of the City, be terminated, revoked, and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Agreement to the Contractor, and to its assignee or transferee. No right under the Agreement, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the Agreement, or any part thereof, or by reason of the assignment of any monies to become due hereunder unless authorized as aforesaid by written consent of the City.

16. ORAL MODIFICATIONS INEFFECTIVE

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Agreement Documents and none of the provisions of the Agreement Documents shall be held to be waived or modified by

Attachment B – Exhibit 1

reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Contractor.

17. INDEPENDENT CONTRACTOR

Contractor is retained as an independent Contractor and is not an employee of the City. No employee or agent of Contractor shall by this Agreement become an employee of the City. The work to be performed shall be in accordance with the work described in the Scope of Services ([Attachment 'A'](#)) attached hereto, subject to such directions and amendments from the City as herein provided. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever, except as specifically provided in writing by the City.

18. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

19. INSURANCE

Commercial General Liability

Contractor shall take out and maintain, during the performance of all Work under this Agreement and for twelve (12) months following the completion of all Work, in amounts not less than specified in the Agreement Documents, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- 1) **Insurance Services Office Commercial General Liability coverage** (Occurrence Form CG 0001)
- 2) **Commercial General Liability Insurance must include coverage for the following:**
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Contractors Coverage.

Attachment B – Exhibit 1

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insureds under the policy.

The general liability policy may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Automobile Liability

At all times during the performance of the Work under this Agreement, and for twelve (12) months following completion of all Work, the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insured under the policies.

Workers' Compensation / Employers Liability

At all times during the performance of the work under this Agreement, and for twelve (12) months following completion of all Work, the Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in the Agreement Documents.

Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.

If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Before beginning work, the Contractor shall furnish to the City satisfactory proof that he or she has taken out for the period covered by the Work under this Agreement, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the Work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

Minimum Policy Limits Required

The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence /
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Attachment B – Exhibit 1

	\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

Evidence Required

Prior to execution of the Agreement, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with paragraph 15.c.iv above. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Policy Provisions Required

The City, as an additional insured, shall be expressly endorsed onto each policy as a cancellation notice recipient such that the City shall receive a copy of any cancellation notice in the event any policy is cancelled.

General Liability and Automobile Liability insurance policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the City, or any named additional insurers, shall not be called upon to contribute to any loss.

Qualifying Insurers

All policies required must be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Contractor's proposed Workers compensation insurance.

Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, the Contractor fails to maintain in full force any insurance required by the Agreement documents, the City may acquire the

Attachment B – Exhibit 1

necessary insurance for the Contractor and deduct the cost thereof from the appropriate progress payments due the Contractor.

Contractor shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor indicating that subcontractor maintains the same levels of insurance as are required by the Contractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Work.

Neither the City nor the City Council, nor any member of the City Council, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury or property damage, arising out of or resulting from any error or negligent or wrongful act or omission of the Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractors hired by Contractor under this Agreement. The Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party, except to the extent that liability is caused by the active negligence or willful misconduct of an Indemnified Party. In such case, the Contractor's indemnification obligation shall be reduced in proportion to the Indemnified Party's share of liability for its active negligence or willful misconduct, if any. The acceptance or approval of the Contractor's work by an Indemnified Party shall not relieve or reduce the Contractor's indemnification obligation. The provisions of this Section 16 shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

21. LAWS, VENUE AND ATTORNEY'S FEES

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

22. UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under the Agreement, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from

Attachment B – Exhibit 1

encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Agreement Documents.

23. TERMINATION OR ABANDONMENT

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.
- b. Contractor may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Contractor or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Contractor may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Contractor's possession shall be returned to City. Contractor shall furnish City with a final invoice for work performed by Contractor. City shall have no obligation to pay Contractor for work performed after termination of this Agreement.

24. ORGANIZATION

Contractor shall assign Michael Palat as Project Manager as indicated in the staffing plan described in the Scope of Services ([Attachment 'A'](#)). The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement.

25. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY: City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
Attn: Public Works Director

CONTRACTOR: West Coast Arborist
8524 Commerce Street
Suite B
San Diego, CA 92121
Attn: Michael Palat

26. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

27. SEVERABILITY AND WAIVER

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

28. NONDISCRIMINATION

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Attachment B – Exhibit 1

29. DRUG-FREE WORKPLACE

It is the policy of the City of Lemon Grove to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all City of Lemon Grove facilities and premises where City of Lemon Grove employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Lemon Grove employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Lemon Grove employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF LEMON GROVE

“CONTRACTOR”

By: _____
Graham Mitchell, City Manager

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
James P. Lough, City Attorney

By signing above, I attest that I am an authorized **LOUNSBERY FERGUSON ALTONA & PEAK** representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related documents.

Attachment B – Exhibit 1

ATTACHMENT 'A' – SCOPE OF WORK

The requirement of this Contract is to provide professional Tree Maintenance Services for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Lemon Grove's trees in a safe, attractive and overall healthy condition.

The City proposes to enter into a Contract with a qualified Contractor who is proactive in their work and can meet the requirements set forth in this proposal package. The Contractor will be required to perform and complete the proposed Tree Maintenance Services in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete the work according to generally accepted International Society of Arboriculture (ISA) practices and standards, and in a timely manner that will meet the City's requirements. The successful proposer will be required to comply with all current prevailing wage requirements as set forth in the Labor Code administered by the Department of Industrial Relations.

There are two main program goals. First, the City requires an update to the current tree inventory and database, which includes updating and maintaining records throughout the term of the Contract. Second, the City requires an annual tree maintenance program to support and develop its Urban Forest. The following requirements are meant to meet these goals.

1. Tree Inventory

- A. Upon Contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within ninety (90) days of the Contract award. The Contractor shall provide, at no additional cost to the City, software support to the City for the entire term of the Contract. The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for immediate termination of the Contract.

1) Tree Software Program

The Contractor shall operate and maintain, at no additional cost to the City, an computerized internet based urban forestry management program that includes, but is not limited to, municipal tree inventory, ability to send online work requests for services, work order tracking, work histories and the ability to update site specific tree data and work records, invoices tracking and job balances, reports, value of the urban forest, GPS accessibility, and various other computer information management system tools.

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2) Record Keeping

The Contractor will provide, at no additional cost to the City, access to a record keeping system consisting of a password protected Internet-driven tracking program and internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The program shall have the capability to produce detailed listings of trees and site information, work histories, service requests, summary reports and pictures of City tree species.

3) GPS

The City of Lemon Grove does not have a tree inventory in GIS, the existing inventory is an excel document with graphical representation of each City tree's current location. This will be provided to the contractor as a starting point. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, greenscapes, etc.

The City would like the contractor to track the maintenance and characteristic information of the trees in the City's tree inventory feature class in ArcGIS version 10. Or, the contractor shall incorporate the City's tree inventory FacilityID field into their own database, and include x and y (lat/long) fields necessary to map the trees in GIS.

For on-going data maintenance, when a new tree is planted, the new tree site will be added as a record to the tree inventory, and will include the latitude/longitude coordinates (collected by the contractor using a Global Positioning System (GPS) device with minimum sub-meter accuracy). Lat/long coordinates shall be included at the time a new record is added, and will not be input at a later date through a bulk update process. Trees that are removed will not be deleted from the tree inventory, but will be coded as 'vacant'.

At required intervals, the contractor shall provide an ArcGIS version 10 file or personal geodatabase containing the updated tree feature class. Or, the contractor may provide an Excel spreadsheet or Access database table containing updated information that can be joined to the City's GIS tree inventory based on FacilityID. If the contractor provides their own updated tree inventory database to the City, there will be a one-time requirement to provide a data dictionary of fields containing tree maintenance and tree characteristic information that corresponds to similar fields in the City's GIS tree inventory, so that the City is confident that accurate data synchronization/updating can occur.

B. Experience

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that

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simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program to address its specific needs. The user-friendly program should allow customers to generate a variety of reports quickly.

C. Training and Support

The Contractor shall provide, at no additional cost to the City, training and support on the software system they provide for the entire term of the contract. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 4:30 P.M. Monday through Thursday. The Contractor shall be readily available by telephone or e-mail and shall respond to the City's inquiries in a timely manner.

2. Annual Maintenance Program

A. Public Relations

The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

B. Work Schedule

Upon Contract award, the contractor shall be required to submit a work schedule based on the City's annual pruning requirements which is a systematic tree pruning program composed of existing grid or per-designed districts that are pruned in their entirety on a set schedule; removal & replacement programs which consist of removing trees designated by the City and replanting appropriate trees as replacements; and planting new appropriate trees in areas where trees do not currently exist. The proposal shall include a recommended annual work plan, daily work schedules, and personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future program needs the scheduled work may require multiple crews to perform concurrently within the same time constraints.

The Contractor is also required to provide service for trees prior to their regular and scheduled trim cycle in order to correct an immediate problem or concern as determined by the City's Designated Representative. Such request(s) shall be addressed and work completed within two (2) weeks of notice by the City.

C. Work Hours and City Notification

The Contractor's working hours, for normal work, shall be limited to the hours between 7:00 A.M. and 4:30 P.M. Monday through Friday, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior authorization from the City's designated representative. The Contractor shall notify the City's Designated Representative no later than 8:00 A.M. each morning they are working in the City. The

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notification shall include what work is being done and where, the name of the onsite supervisor and his or her direct phone number.

D. Emergency Response

The Contractor shall be responsible for responding to tree related emergency situations during normal business hours, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Lemon Grove.

As part of this Contract, the Contractor shall be required to make the City their priority client for responses during emergencies that cover the San Diego area.

- 1) Telephone responses by the Contractor to tree related emergency calls during normal business hours and after-hours shall be made within (15) fifteen minutes of the initial call.
- 2) The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is thirty (30) minutes.
- 3) The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is ninety (90) minutes.

Failure to meet these requirements may be cause for termination of the Contract.

E. Competent Supervisor and Project Manager

The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English, and holding the necessary certifications or credentials as described for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished per provisions of this Contract.

Contractor is required to have a competent Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

F. Qualified Staff

Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the Contract.

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G. Uniforms

All employees of Contractor performing services shall appear neat and well-groomed at all times and shall be dressed in clean, unaltered uniforms at no additional cost to the City, with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall wear orange safety vests when operating machinery and/or while working near moving traffic as required by any applicable laws.

H. Knowledge, Skills and Abilities

The Contractor's employees shall be subject to the following minimum knowledge, skills, abilities and requirements:

- 1) The proper license to operate equipment;
- 2) Ability to operate and maintain equipment in accordance with the manufacturer's recommendations;
- 3) Mechanical ability to make required operator adjustments to the equipment being used;
- 4) Knowledgeable of safety regulations as they relate to tree care and traffic control;
- 5) First Aid Certification from a nationally recognized organization (minimum of one member of each crew);
- 6) Ability to communicate orally and in writing in English; and,
- 7) Demonstrated knowledge of tree care and related operations.

I. ISA Standards

The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Contract.

J. Clean Worksite

Upon completion of work on individual street segments that are under the Contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operation shall be cleaned up immediately.

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K. Equipment

- 1) Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.
- 2) All equipment used and all maintenance practices employed shall be subject to the inspection of the City's designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this Contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be covered and in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site.
- 3) It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Contract. All equipment is to be approved by the City prior to the start of the Contract. It is the Contractor's responsibility to notify the City's designated representative of any change in the equipment inventory during the performance of the Contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed and may be grounds to terminate the Contract.

L. Disposal of Refuse and Debris/Landfill Diversion Requirement:

All vegetation and debris generated by the Contractor in the performance of the work shall become the property of the Contractor and shall be removed from the work site promptly. The Contractor shall dispose of all generated debris at no additional cost to City and shall, at minimum, dispose of the material as is consistent with the requirements of AB 939. The Contractor is encouraged to divert as much material as possible from the landfill, meeting or exceeding the City's goal of seventy-five (75) percent diversion rate. It is anticipated that one-hundred (100) percent of the material from the work could be diverted, unless a particular tree is diseased or not suitable for reuse.

M. Protecting the Urban Forest

If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City's designated representative. The Contractor should never proceed with an action that will result in the permanent disfigurement of the

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structure or value of a tree. Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree as determined by an independent Consulting Arborist.

N. Safety Requirements

The Contractor shall conduct all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA, CAL EPA Safety Orders and ANSI Z133.1 Safety Requirements for Arboricultural Operations at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

O. Traffic Control

The Contractor shall be responsible for traffic control and safety regulations as related to any City, State or County requirements while working in the public right-of-way or on any City project. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines and any City, County or State supplements guidelines and/or regulations and laws. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the MUCTD (Manual on Uniform Traffic Control Devices) and any California supplements to the MUCTD and any local regulations.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's designated representative.

The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to continue, in any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

The Contractor may be required to submit a traffic control plan to the Engineering Department as directed by the City's designated representative.

P. Utility Coordination

The Contractor shall recognize the rights of utility companies within the public right-of-way or on any City project and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from maintenance during a specified time frame. No additional compensation will be allowed for complying

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with these requirements. Contractor shall notify the City's designated representative of any utility that is disturbed or damaged and shall contact the appropriate utility to arrange for repair.

Q. Authority and Inspections

- 1) The City's designated representatives shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the City's designated representative so that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City's designated representative.
- 2) If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the City's designated representative for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original requirements.
- 3) All work shall be completed to the satisfaction of and under the supervision of the City's designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension or termination of Contract. Inspection of work will be done by the City's designated representative, during the performance of work or when deemed necessary.
- 4) If any portion of the work done under the Contract proves defective or not in accordance with the requirements, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City's designated representative shall have the right and authority to retain the work, but he/she may make such deductions in the payment due the Contractor as may be just and reasonable.

Any work which is defective or deficient in any of the requirements or specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner and within a reasonable amount of time as determined by the City, at the Contractor's own expense.

In any other case, a letter will be sent to Contractor noting deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period of time not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Contract or deduct payment as is proportionately appropriate for non-compliance with the requirements and specifications of the Contract.

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R. Quantities/ Minor Modifications and/or Additional Work

The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the requirements or specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in this document shall be subject to prior written approval of the City. Any price adjustments shall be made by mutual consent of the City and Contractor.

Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

S. Invoicing

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to the date the work took place, a list of each street that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

T. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected;
- 2) Claims filed, or reasonable evidence indicating probable filing of claims;
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor;
- 4) A reasonable doubt that the contract can be completed for the balance unpaid; and,
- 5) Damage that resulted from an incident involving property damage.

U. Stop Work

- 1) If the Contractor, after having officially commenced work on said Contract, should discontinue work for any cause, he/she shall notify the City's Designated Representative of the intent to do so, and shall further notify of the date for restarting operations.

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- 2) The City, at the discretion of the City's Designated Representative, may require the Contractor to Stop Work if any condition presents an unreasonable liability to the City, until such time as the condition is corrected to the satisfaction of the City.

V. Risk Management

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times is dangerous and can result in serious injury. A loss control incident will not be tolerated and may result in termination of this Contract. The Contractor shall be responsible for mitigating any damage related to a loss of control incident.

W. Investigation

Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property or while in the performance of work based on the contract, including a complete written report submitted to the City's Designated Representative within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Lemon Grove. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs within a reasonable amount of time as determined by the City's Designated Representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

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ATTACHMENT 'A' – PROJECT SPECIAL REQUIREMENTS

These project special requirements are intended to further address the Tree Maintenance Services program requirements and to help the Contractor fully understand what is needed to fulfill the Contract. Within this section are the descriptions and specifications for the detailed services and materials which will be necessary to provide services under the Contract and shall be included in the base price of the proposal and shall not result in additional charges to the City.

1. Work Quality & General Standards

All work as part of this contract shall comply with good arboreal practice for the particular species of trees being worked on and shall be consistent with national standards. All trees being trimmed will meet Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standard Institute, Inc., "Safety Requirements for Tree Pruning, Trimming, Repair or Removal."

The City's Designated Representative shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the contract standards.

No worker shall enter a fenced or otherwise secured area of private property without the consent of the property owner.

2. Public Noticing

At least seventy-two hours (72) prior to the commencement of any non-emergency work at any tree site, the Contractor shall notify the occupant(s) of that property of the type of work that shall be performed and the anticipated duration of the work. In addition, the Contractor shall supply and post standard signage at the site work at which work is to be performed, at least forty-eight (48) hours in advance of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. The Contractor may not use any material to affix signs to trees that may cause death or permanent damage to the tree(s).

3. Tool Sanitation

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor and may result in the termination of this Contract.

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4. Wildlife protection

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's Designated Representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify Animal Control and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.

5. Pre-inspection

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City's Designated Representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's Designated Representative shall be considered the responsibility of the Contractor.

6. Setup, Operations, Equipment Staging

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property without prior authorization from the City's Designated Representative or in the case of private property, owner of that property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

7. Identification and reporting of hazards

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to the City. Any defective or weakened trees shall be reported to the City's Designated Representative.

8. Cleanup of greenwaste & debris:

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals,

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debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights-of-way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain. All brush generated from tree trimming operations shall be recycled where practical.

A. Greenwaste Report:

Greenwaste that is transported to an offsite facility for grinding into mulch shall be documented and submitted to the City's Designated Representative on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Greenwaste Report.

B. Wood Chips and/or Mulch:

- 1) Chips or mulch generated from trimming operations within the City may be dumped and spread at a City designated site upon specific permission from the City's Designated Representative.

C. Milling:

- 1) At the direction of the City's Designated Representative, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.
- 2) At the direction of the City's Designated Representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

9. Education and Outreach

Education is an integral and primary element of the City's Urban Forest Management Program. The Contractor is required to provide support to the City's education and outreach efforts at no additional cost to the City. The Contractor is required to participate in the City's Arbor Day Event, which is typically held in April or May each year, and will be required to provide additional education and outreach support to the City when requested.

10. Tree City USA:

The City of Lemon Grove is not a designated as a "Tree City USA," as determined by the Arbor Day Foundation. The Contractor will assist the City in its endeavor to apply for and receive designation as a "Tree City USA" member. This will help to ensure the City receives and maintains this designation.

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11. Cooperative Bidding:

Other Public agencies may be extended the opportunity to purchase off this proposal and subsequent agreement if the successful vendor(s) and the City of Lemon Grove agree. The lack of exception to this clause in vendor's response will be considered agreement. However, the City of Lemon Grove is not an agent of, partner to or representative of these outside agencies and is not obligate or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements.

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ATTACHMENT 'B' – PROPOSED COSTS

The Contractor proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the agreement, at prices indicated below. All applicable services include cleanup and disposal.

Tree Planting – (per tree)

Tree planting includes tree, materials and planting costs.

Unit Price in Figures

15 Gallon (double staked per specs)	<u>\$120.00</u>
24 inch Box (double staked per specs)	<u>\$200.00</u>
36 inch Box (double staked per specs)	<u>\$500.00</u>
48 inch Box	<u>\$1,000.00</u>
60 inch Box	<u>\$2,000.00</u>

Tree Watering (per hour)

Watering of young trees, water truck/operator-per hour	<u>\$60.00</u>
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Tree Pruning (by Grid)

Price per tree to Prune by Grid	<u>\$44.00</u>
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Tree Pruning (per Service Requests)

Full prune tree

0" - 6" Diameter Standard Height	<u>\$30.00</u>
7" - 12" Diameter Standard Height	<u>\$60.00</u>
13" - 18" Diameter Standard Height	<u>\$85.00</u>
19" - 24" Diameter Standard Height	<u>\$115.00</u>
25" - 30" Diameter Standard Height	<u>\$185.00</u>
31" - 36" Diameter Standard Height	<u>\$250.00</u>
36"+ Diameter Standard Height	<u>\$250.00</u>

Crown Raise/Clearance Prune Hardwood tree

0" - 6" Diameter Standard Height	<u>\$20.00</u>
7" - 12" Diameter Standard Height	<u>\$20.00</u>
13" - 18" Diameter Standard Height	<u>\$50.00</u>
19" - 24" Diameter Standard Height	<u>\$50.00</u>

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	<u>Unit Price in Figures</u>
25" - 30" Diameter Standard Height	<u>\$50.00</u>
31" - 36" Diameter Standard Height	<u>\$80.00</u>
36"+ Diameter Standard Height	<u>\$80.00</u>
<u>Palm Tree Trimming:</u>	
Prune Date Palm (Phoenix spp.)	<u>\$120.00</u>
Clean Trunk for Date Palm (Phoenix spp.)	<u>\$30.00 per lineal foot</u>
Prune Fan Palm (Washingtonia spp.)	<u>\$44.00</u>
Clean Trunk for Fan Palm (Washingtonia spp.)	<u>\$10.00 per lineal foot</u>
Prune all other Palm Species	<u>\$44.00</u>
<u>Tree Removal – (per inch)</u>	
Tree and Stump removal per inch trunk Diameter at Standard Height (DSH)	
0" - 6" DSH	<u>\$17.00</u>
7" - 12" DSH	<u>\$17.00</u>
13" - 18" DSH	<u>\$17.00</u>
19" - 24" DSH	<u>\$17.00</u>
25" - 30" DSH	<u>\$17.00</u>
31" - 36" DSH	<u>\$27.00</u>
Over 36" DSH	<u>\$27.00</u>
Stump grinding per stump diameter inch at grade	<u>\$7.00</u>
<u>Milling Cost – (per board foot)</u>	
Milling Lumber per Board Foot	<u>\$7.00</u>
<u>Root Pruning – (per linear foot)</u>	
Per foot of roots pruned	<u>\$10.00</u>
<u>Root Barrier Installation – (per linear foot)</u>	
Per foot of root barrier installed	<u>\$10.00</u>
<u>General Labor Rates – (by hour)</u>	
Hourly rate for 1 Ground-person	<u>\$60.00</u>
Hourly rate for 1 Equipment Operator	<u>\$60.00</u>
Hourly rate for 1 Trimmer	<u>\$60.00</u>

Attachment B – Exhibit 1

<u>Day Rate Service Crew - (per day)</u>	<u>Unit Price in Figures</u>
Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	<u>\$1,440.00</u>
<u>Specialty Equipment Day Rate – (per day)</u>	
Per eight (8) hour day	<u>\$800.00</u>
<u>Emergency Services – (per hour)</u>	
Fully equipped 3 person crew called in for emergency service:	
During normal business hours	<u>\$180.00</u>
After hours, weekends &/or holidays	<u>\$210.00</u>
<u>Arborist Reports – (per hour)</u>	
Cost per hour	<u>\$100.00</u>
<u>GPS Tree Inventory – (per tree site)</u>	
Cost per tree site	<u>\$2.00</u>